



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: July 2, 2014

Subject: ODOR CONTROL SYSTEM / ODOR NEUTRALIZING PRODUCT

Bid No.: A213087-002

Effective Dates: Extended through March 31, 2015

Vendor #: 117375

Vendor: CHEMATRIX, INC.
4408 Milestrip Road, Suite 144
Blasdell, NY 14219
Contact: Brian Seifert

Telephone: 716-805-8913

Pricing: see attached



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 25th day of MARCH, 2013

by and between CHEMATRIX, INC.

of 4408 MILESTRIP ROAD, SUITE 144, BLASDELL, NY 14219

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on MARCH 25, 2013 at 2:00 PM

for: ODOR CONTROL SYSTEM / ODOR NEUTRALIZING PRODUCT

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of FIFTY-FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$55,500.00)

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. A213087-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ XXX _____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

Contractor: CHEMATRIX, INC.

by [Signature]
Director of Purchase

Date 5-15-2013

by Brian J. Sesto [Signature]
Title Owner

Date Apr. 11, 2013

APPROVED AS TO FORM

[Signature]
Assistant County Attorney
County of Erie, New York

5/10/13 (Date)

Document No.: 13-433-PK



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: A213087-002

OPENING DATE: MARCH 25, 2013 TIME: 2:00 PM

FOR: ODOR CONTROL SYSTEM / ODOR NEUTRALIZING PRODUCT

Chematrix, Inc.
4408 Milestrip Road, Suite 144
Blasdell, NY 14219

NAME OF BIDDER: _____

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- | | | |
|------------|-----------------------------|-------------------------------------------------------------|
| <u>X</u> | EXHIBIT "A" | - Assignment of Public Contracts |
| <u>X</u> | EXHIBIT "B" | - Purchases by Other Local Governments or Special Districts |
| <u>X</u> | EXHIBIT "C" | - Construction/Reconstruction Contracts |
| _____ | EXHIBIT "D" | - Bid Bond (Formal Bid) |
| <u>N/A</u> | EXHIBIT "E" | - Bid Bond (Informal Bid) |
| <u>X</u> | EXHIBIT "F" | - Standard Agreement |
| <u>X</u> | EXHIBIT "G" | - Non-Collusive Bidding Certification |
| <u>X</u> | EXHIBIT "H" | - MBE/ WBE Commitment |
| <u>X</u> | EXHIBIT "IC" | - Insurance |
| _____ | EXHIBIT "P" & EXHIBIT "PBI" | - Performance Bond |
| _____ | EXHIBIT "Q" | - Confined Space Program Certification |

(Rev. 1/00)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 20 day of March, 20 13

TERMS 30 DELIVERY DATE AT DESTINATION 2 days after order

FIRM NAME Chematrix, LLC

ADDRESS 4408 Milestrip Road

Suite 144 Blasdell, NY ZIP 14219

AUTHORIZED SIGNATURE B. Seifert

TYPED NAME OF AUTHORIZED SIGNATURE Brian Seifert

TITLE Owner TELEPHONE NO. (716) 805-8913

County of Erie

DIVISION OF PURCHASE

BID SPECIFICATIONS

BID NO A213087-002

Ship to: County of Erie
 Attention: Southtowns District No. 3
 Address: 3690 Lakeshore Rd.
 Buffalo NY 14219

Ship Via: Cheapest Way
 Date Required at Destination: As Required

ITEM NO.	QUANTITY	UNIT	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Erie County Department of Environment & Planning, Division of Sewer Management is requiring pricing on:		
			(1) Installation of High Pressure Odor Control System and Maintenance of System (per attached specifications) at above address for period of April 1, 2013 through March 31, 2014		
			(2) Odor Neutralizing Product (as per attached specifications) for the period of April 1, 2013 through March 31, 2014 Please indicate cost per 55-gallon drum, delivered to above address. Price must remain firm through January 31, 2014. Estimated usage for the 12-month period is 50 drums.		
			(1) Cost of Odor Control System, Installed, \$24000		\$24000
			Including Maintenance \$2500		\$2500
			(2) Product Name Chematrix OCC2000		
			Cost per 55-gallon Drum, Delivered \$580./drum X 50 drums \$580. \$29000		\$29000

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: 716/858-6465

TOTAL NET BID DELIVERED INSIDE \$55,500*

* Note: Total assumes 50 drums of product

NAME OF BIDDER Chematrix, LLC

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

PRODUCT SPECIFICATIONS (ITEM #1)

Installation and Maintenance of a New High Pressure Odor Control System for Southtowns Treatment Plant.

Areas to be covered by the system must include:

Influent/Effluent Pump Room, Reactor Flume, Clarifiers, A.P.S. Tanks, Thickeners and Overflow Retention Facility.

This is to include high pressure misting pumps, chemical feed pumps, and stainless steel rods with nozzles every 3 to 4 feet along with any and all hosing needed to make connections from pumps to rods and under walkways or decking.

Change of all high pressure hoses to stainless steel rods with nozzles every 3 to 4 feet as needed to guaranty proper overlap and coverage.

Replacement of high pressure line (2000 PSI rating minimum) from high pressure pumps to stainless steel rods.

Replacement of all misting nozzles.

Replacement of all high pressure pumps.

Replacement of odor counteractant feed pumps (LMI type).

Immediate installation of stainless steel rods with nozzles every 3 to 4 feet to completely surround the thickener tanks.

The ORF odor control system will surround 3 of the 4 sides, those being the North, South and East with Stainless Steel rods having nozzles every 4 feet.

Replacement of two new high pressure misting fan units in the Screening and Influent/Effluent areas along with the appropriate LMI type pumps.

The cost of all equipment and labor as described above will be included under this agreement.

Proper winterization of all high pressure odor control equipment.

Spring startup and reinstallation.

Maintenance contract MUST include monthly oil and filter changes of all high pressure pumps (more often if required). The cost of oil and filters is to be included. Contract must also include the cleaning or clearing of any blocked nozzles or rods.

Emergency calls are included. Technician must be on site within 2 hours.

If vendor does not meet this requirement during the contract period, they may jeopardize their award.

If high pressure pump or chemical feed pump cannot be repaired within 2 hours, unit is to be replaced immediately.

***Any and all responsible parties who want to bid on this must arrange a site visit.**

PRODUCT SPECIFICATIONS (ITEM #2)

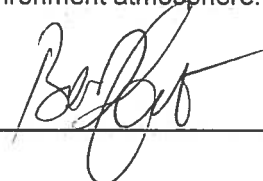
The odor-neutralizing product shall meet or exceed the following requirements. Documentation that the product meets the specifications must be submitted with the bid package.

1. Shall be a food grade, water based formulation designed to neutralize malodors associated with wastewater treatment, composting, landfills and leachate, industrial processes, refinery and petrochemical processing, and other related or similar odors.
2. All constituents shall be non-hazardous according to Federal Hazard Communication Standard (29CFR 1910-1200).
3. Shall function as an atmospheric odor neutralizer and contain no disinfectants or other ingredients designed for contact anti-bacterial activity.
4. Shall be documented to reduce malodorous compounds such as hydrogen sulfide and ammonia by 95% and sulfur dioxide, ethyl mercaptan and methyl mercaptan by 97% on contact.
5. Will have been demonstrated on site at the Southtowns facility as effective and approved during prescreening trials.
6. Shall be compatible in application and performance with the existing dispersion system equipment.
7. Shall have non-descript odor and shall not be a masking agent and shall not depend on a heavy scent to cover up.
8. Shall produce no odor or scent after application that is detectable at the facility(s) perimeter.
9. Shall contain no volatile organic compounds as determined by EPA Methods 8260 and 624.
10. Shall be non-toxic according to the following EPA Guideline:

Acute Eye Irritation	OPPT Guideline. 870.2400
Acute Dermal Irritation	OPPT Guideline. 870.2500
Acute Oral Toxicity	OPPT Guideline. 870.1100
Acute Inhalation Toxicity	OPPT Guideline. 870.1300
Skin Sensitization	OPPT Guideline. 870.2600
Dafnia Magna	OPPT Guideline. 850.1010
Rainbow Trout	OPPT Guideline. 850.1075
Flathead Minnow	OPPT Guideline. 850.1075
Dafnia Magna	EPA Guideline 797-1300
Rainbow Trout	EPA Guideline 797-1400
Flathead Minnow	EPA Guideline 797-1400
11. Shall have no flashpoint.
12. Shall have compound authorized by the USDA.
13. Shall not contain any nitrogenous substances.
14. Shall contain no more than 0.50% non-toxic, food-grade emulsifiers and/or surfactants.
15. Must be able to be safely dispersed into work environment atmosphere.

NAME OF BIDDER

Chematrix, LLC



County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie

DIVISION OF PURCHASE

14. **GRATUITIES, ILLEGAL OR IMPROPER SCHEMES.** The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **INSURANCE** shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. **IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.**

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. **ANY CASH DISCOUNT** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **CHANGES IN THE WORK.** The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. **BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED**, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. **ANY ADDITIONAL INFORMATION** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. **WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. **CONTRACTOR SHALL CLEAN UP** and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.
24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
29. TERMINATION OF CONTRACT:
- a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
 - b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.
32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Chematrix, LLC

ADDRESS OF PRINCIPAL OFFICE STREET 4400 Milestop Road, Suite 148

CITY Blasdell, NY 14219

AREA CODE 716 PHONE 805-0913 STATE NY ZIP 14219

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL X

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET 4400 Milestop Road Suite 148

CITY Blasdell

AREA CODE 716 PHONE 805-0913 STATE NY ZIP 14219

NAMES AND ADDRESSES OF PARTNERS:

Brian J. Serfat 4601 Dooty Pl, Blasdell, NY 14219



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



County of Erie

MARK C. POLONCARZ

COUNTY EXECUTIVE

DIVISION OF PURCHASE

CONSTRUCTION/RECONSTRUCTION CONTRACTS

1. DISCRIMINATION. The successful bidder agrees:

(a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;

(c) that there may be deducted from the amount payable to the contractor by the County of Erie under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) that this contract may be cancelled or terminated by the County of Erie and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

(f) Provisions of the State Law Against Discrimination also prohibit discrimination in employment because of age.

2. CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

(a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. (Section 220, subd. 2, N.Y. State Labor Law)

(b) Each laborer, workman or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

Wage and supplement rates are on file in the Division of Purchase.

3. AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NY 14202 (716) 858-6395



County of Erie
 MARK C. POLONCARZ
 COUNTY EXECUTIVE

DIVISION OF PURCHASE

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and
 2. Solicitation of bids from MBEs and WBEs; and
 3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and
 4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and
 5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.
- B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.
- C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.
- D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: A213087-002
BID DATE: Mar 25, 2013

**ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE
UTILIZATION REPORT - PART A**

COMPANY: Chematrix, LLC
AUTHORIZED REPRESENTATIVE: Brian Seferk
ADDRESS: 4408 Military Rd Suite 144, Hasbani, NY 14209
TELEPHONE NUMBER: (716) 605-0913
BID NAME: OPDR Contra System / OPDR Neutralizing Protocol

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1. Do not know of any minority owned business in this field
2. _____
3. _____
4. _____
5. _____
6. _____

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------	----------------	--------------------	---------------------	-------------------	--------------------------------

Name: _____	YES _____
Address: _____	NO _____

Telephone No. _____	
IRS # _____	

Name: _____	YES _____
Address: _____	NO _____

Telephone No. _____	
IRS # _____	

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE AMOUNT OF

PRIOR

CONTRACT

REASON IF

PROPOSAL

CERTIFICATION

EXECUTED

CONTRACT
NOT
AWARDED

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

- III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s).
Women Business Enterprise(s).

\$ 0
\$ 0

- IV. Total Amount of Bid

\$

- V. MBE Percent (%) of project bid
WBE Percent (%) of project bid

% 0
% 0

- VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE
AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including,
but not limited to, cancelled checks to verify these amounts.

VENDOR: Chenatix, LLC BID NO. A213087-002

MBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

WBE

TOTAL OF ALL MBE SUBCONTRACTS	\$ _____
TOTAL OF ALL WOMEN SUBCONTRACTS	\$ _____

AMOUNT OF CONTRACT (PRIME)	\$ _____
----------------------------	----------

FINAL MBE PERCENTAGE	\$ _____
----------------------	----------

FINAL WBE PERCENTAGE	\$ _____
----------------------	----------

I Brian Sestak, as an official representative of Chenatix, do hereby certify that the
information listed above is correct and complete.

SIGNATURE

TITLE

DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

WAIVER RECOMMENDATION

COMPANY: Cheumatix, LLC

ADDRESS: 440B Milwtop Rd, Suite 144 Blauvelt, NY 14219

TELEPHONE NUMBER: (716) 805-8913 BID NO.: A213087-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

<u>March 21, 2013</u>	<u>[Signature]</u>
DATE	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

_____	_____
DIRECTOR OF E.E.O.	DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	WaterColor Management P.O. Box 1132 Decatur AL 35602	CONTACT NAME: Karen Seals PHONE (A/C, No, Ext): (256) 260-0412 E-MAIL: karen@watercolormangement.com FAX (A/C, No): (256) 355-3070 ADDRESS:
INSURED	Chematrix, LLC 493 Kennedy Road suite 7 Buffalo NY 14227-	INSURER(S) AFFORDING COVERAGE INSURER A: First Mercury Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10657

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		SE-CGL-0000012351-01	05/25/2012	05/25/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liab.	X		SE-CGL-0000012351-01	05/25/2012	05/25/2013	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Erie is additional insured with regard to General Liability.

ORIGINAL DOCUMENT

MAY - 2 2013

IN LAW DEPARTMENT

CERTIFICATE HOLDER**CANCELLATION**

AI 009168

The County of Erie 95 Franklin Street Buffalo NY 14202-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jennifer Frank
---------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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CHEMATRIX

4408 Milestrip Road, Suite 144, Blasdell, New York 14219

BOILER, COOLING, ODOR CONTROL, AND WASTE
WATER TREATMENT PRODUCTS AND SERVICES

April 21, 2013

Erie County Sewer Authority

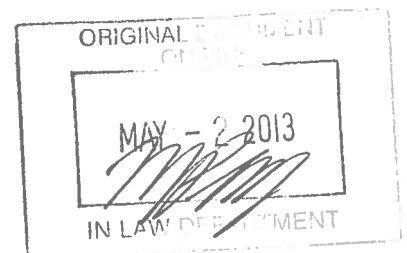
RE: Workmens Compensation Requirment

In regards to Workmens Compensation and Disability Insurances, the only employees of Chematrix are its owners. As a result, we are not eligible or required to have these policies for New York State.

If you have any questions or immediate concerns, please contact me at any time on my cell phone at (716)913-0883. Thank you.

Sincerely,


Brian Seifert
Chemasters



CHEMATRIX

4408 Milestrip Road, Suite 144, Blasdell, New York 14219

BOILER, COOLING, ODOR CONTROL, AND WASTE
WATER TREATMENT PRODUCTS AND SERVICES

April 21, 2013

Erie County Sewer Authority

RE: Automobile Insurance

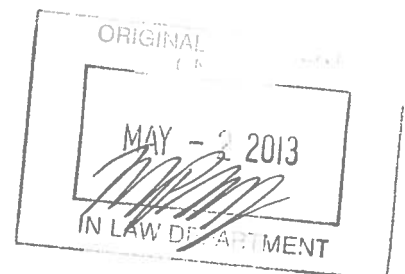
At Chematrix, we use our own vehicles to drive to and from your location. I will be the only Chematrix representative servicing your account. Any odor control product will be delivered to your site via common carrier. Please find my insurance information attached.

If you have any questions or immediate concerns, please contact me at any time on my cell phone at (716)913-0883. Thank you.

Sincerely,



Brian Seifert
Chemasters



RENEWAL Auto Policy Declarations

Summary

NAMED INSURED(S)
Brian J & Dana L Seifert
4681 Dorothy Place
Blasdell NY 14219-1351

YOUR ALLSTATE AGENT IS
Edwin F Heary
(716) 648-0921
Box 512 7170 Rte 391
Hamburg NY 14075

YOUR BILL
lists your payment options.

POLICY NUMBER
0 78 594688 01/16

POLICY PERIOD
Jan. 16, 2013 to July 16, 2013 at 12:01 a.m. standard time

DRIVER(S) LISTED
Brian J Dana L

VEHICLES COVERED
1. 02 Ford Mustang

VEHICLE ID NUMBER
1FAFP44422F178508

LIENHOLDER
None

2. 11 Chevy Trk Suburban

1GNSKJE33BR104144

Ally Bank Isaoa

3. 11 Ford Truck F150 4wd

1FTFW1ET1BFB53472

Cab East LLC (Lease)

Total Premium

Premium for 02 Ford Mustang \$507.20

Premium for 11 Chevy Trk Suburban \$471.40

Premium for 11 Ford Truck F150 4wd \$611.70

Motor Vehicle Law Enforcement Fee \$15.00

TOTAL \$1,605.30

Tier: E

✓ Your total premium reflects a combined discount of \$717.60



Allstate Insurance Company



Number : 0 78 594688 01/16
Effective Date: Jan. 16, 2013

Your Agent: Edwin F Heary (716) 648-0921

COVERAGE FOR VEHICLE #2

2011 Chevy Trk Suburban

(TERRITORY 0139)

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance			
• Bodily Injury	\$100,000 each person \$300,000 each occurrence	Not Applicable	\$67.30
• Supplemental Spousal Liability	Included in BI limits	Not Applicable	
• Property Damage	\$100,000 each occurrence	Not Applicable	\$97.30
Automobile Medical Payments	\$100,000 each person	Not Applicable	\$7.20
Auto Collision Insurance	Actual Cash Value	\$500	\$147.20
Auto Comprehensive Insurance	Actual Cash Value	\$100	\$66.40
Full Glass Coverage applies			
Supplementary Uninsured/Underinsured Motorists (SUM)			
	\$100,000 each person \$300,000 each accident	Not Applicable	\$18.50
* The maximum amount payable under SUM coverage shall be the policy's SUM limits, reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.			
New York Uninsured Motorists Endorsement-	Coverage declined/Basic Coverage included in SUM		
Rental Reimbursement Coverage	up to \$30 per day for a maximum of 30 days	Not Applicable	\$19.50
Personal Injury Protection Benefits *			
• Mandatory PIP (VA)	\$50,000 each person	\$200	\$44.60
• Optional Basic Economic Loss	\$0 each person	Not Applicable	
• Additional PIP (VB)	\$* each person	Not Applicable	\$3.40
* Please see the attached Supplement to Policy Declarations for complete coverage and limits.			
Total Premium for 11 Chevy Trk Suburban			\$471.40

DISCOUNTS Your premium for this vehicle reflects the following discounts. Please see the enclosed Important Notice for information about other discounts you may be entitled to.

Anti-theft	\$5.00	Passive Restraint	\$21.70	Multiple Policy	\$23.90
Premier Plus	\$154.10	New Car	\$8.00	Antilock Brakes	\$24.90
Daytime Running Lights	\$10.30				

RATING INFORMATION

This vehicle is driven a maximum of 7,500 miles per year, for pleasure, adult age 42, with no unmarried driver under 25, good driver rate

Your vehicle symbol is C. and your ten-digit class code is 2111111000. Please see the Important Notice section for a detailed explanation of this code and how your policy is rated.

AUTO *010003112120507055431403*



MCD21-2

Printed on 05/01/2013
05/01/2013

Allstate Insurance Company

Policy Number : 0 78 594688 01/16
Policy Effective Date: Jan. 16, 2013

Your Agent: Edwin F Heary (716) 648-0921

COVERAGE FOR VEHICLE #3 **2011 Ford Truck F150 4wd** (TERRITORY 0139)

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance			
• Bodily Injury	\$100,000 each person \$300,000 each occurrence	Not Applicable	\$88.30
• Supplemental Spousal Liability	Included in BI limits	Not Applicable	
• Property Damage	\$100,000 each occurrence	Not Applicable	\$131.30
Automobile Medical Payments	\$100,000 each person	Not Applicable	\$7.40
Auto Collision Insurance	Actual Cash Value	\$500	\$212.20
Auto Comprehensive Insurance	Actual Cash Value	\$100	\$78.40
Full Glass Coverage applies			
Supplementary Uninsured/Underinsured Motorists (SUM)			
	\$100,000 each person	Not Applicable	\$18.50
	\$300,000 each accident		
* The maximum amount payable under SUM coverage shall be the policy's SUM limits, reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.			
New York Uninsured Motorists Endorsement-	Coverage declined/Basic Coverage included in SUM		
Rental Reimbursement Coverage	up to \$30 per day for a maximum of 30 days	Not Applicable	\$19.50
Personal Injury Protection Benefits *			
• Mandatory PIP (VA)	\$50,000 each person	\$200	\$52.60
• Optional Basic Economic Loss	\$0 each person	Not Applicable	
• Additional PIP (VB)	\$* each person	Not Applicable	\$3.50
* Please see the attached Supplement to Policy Declarations for complete coverage and limits.			

Total Premium for 11 Ford Truck F150 4wd **\$611.70**

DISCOUNTS Your premium for this vehicle reflects the following discounts. Please see the enclosed Important Notice for information about other discounts you may be entitled to.

Anti-theft	\$7.00	Passive Restraint	\$24.90	Multiple Policy	\$34.90
Antilock Brakes	\$34.90	Premier Plus	\$214.20	New Car	\$6.00

RATING INFORMATION

This vehicle is driven over 7,500 miles per year, business use, adult age 42, with no unmarried driver under 25, good driver rate

Your vehicle symbol is K, and your ten-digit class code is 2691113000. Please see the Important Notice section for a detailed explanation of this code and how your policy is rated.

State Insurance Company

Number : 0 78 594688 01/16
Effective Date: Jan. 16, 2013

Your Agent: Edwin F Heary (716) 648-0921



Additional Coverage

The following policy coverage is also provided.

COVERAGE	LIMITS	PREMIUM
Automobile Death Indemnity Insurance		
• Named Insured	\$50,000	benefit
• Spouse of Named Insured	\$50,000	benefit
		Not Applicable
		Not Applicable

Your Policy Documents

Your auto policy consists of this Policy Declarations and the documents listed below. Please keep them together.

- New York Auto Amendatory Endorsement form AU14372
- NY Automobile Policy AU131-3
- Renewal Offer Guarantee Endorsement form AU12855
- Claim Satisfaction Guarantee Endorsement AP4782
- Utility Automobile Endorsement AU2024
- NY Mandatory PIP Endorsement AU12854-1
- Supplementary UM (SUM) Endorsement AU12930

Important Payment and Coverage Information

Your rate is lower because you are insuring multiple cars.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of the company.

Thomas J. Wilson
President

Mary J. McGinn
Secretary

AL110 *010003112120507055431904*



Information 03211
Revised 5/2012